

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsmen's Tennis and Enrichment Center, Inc.		04/30/2017	Charitable, Non-Profit Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	United States Tennis Association Incorporated		
Street Address:	70 West Red Oak Lane		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	Non-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87169455	VOLLEY AGAINST VIOLENCE	
Serial Number:	87169466	VOLLEY AGAINST VIOLENCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-941-5668		
Email:	trademark@collenip.com		
Correspondent Name:	Jess M. Collen/Jane F. Collen		
Address Line 1:	80 South Highland Avenue		
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING		
Address Line 4:	Ossining, NEW YORK 10562		
NAME OF SUBMITTER:	Jane F. Collen		
SIGNATURE:	/Jane F. Collen/		
DATE SIGNED:	03/18/2019		
Total Attachments: 3			
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OP \$65.00 87169455

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COPYRIGHT AND TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT MADE this 30 day of April, 2017 ("Effective Date") between the United States Tennis Association Incorporated 70 West Red Oak Lane, White Plains, New York 10604, a New York not-for profit corporation ("USTA"), and Sportsmen's Tennis and Enrichment Center, Inc., a non-profit corporation organized and existing under the laws of the State of Massachusetts with a principal place of business located 950 Blue Hill Avenue, Dorchester Center, MA 02124 ("STEC").

[REDACTED]; and

WHEREAS STEC has used since as early as April 30, 2011 and currently uses the standard character mark Volley Against Violence and design and as further referenced in the Trademark/Service Mark Application filed on September 13, 2016 under Serial Number 87169455

[REDACTED] along with the Design plus words, letters, and/or numbers used since as early as August 31, 2012 and currently uses the trademarks Volley Against Violence and design and as further referenced in the Trademark/Service Mark Application filed on September 13, 2016 under Serial Number 87169466

[REDACTED] to be known as the "Trademarks"; and

WHEREAS USTA desires to purchase and obtain an assignment of all rights, title and interests [REDACTED] the Trademarks for the sport of Tennis, only;

NOW THEREFORE, the parties agree as follows:

1. GRANTS

a. [REDACTED]

b. STEC hereby irrevocably sells, transfers and assigns to the USTA all rights title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, the entire business or portion thereof to which the Trademarks pertain, and any applications and/or registrations thereof [REDACTED]

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c.



2. CONSIDERATION.



3. STEC's WARRANTIES AND INDEMNITIES.

a.



- b. STEC warrants and represents it is the sole author and exclusive owner of the STEC Works and that it has used the Works and Trademarks continuously since at least 2011 in connection with the services referenced herein. STEC further represents and warrants that it is the owner of pending United States Trademark Applications Serial Nos. 87169455, 87169466 and 87169472 and that, as of the execution hereof, no third party has objected to or challenged such Applications or STEC's use of the Trademarks.
- c. STEC warrants and represents that there are no outstanding liens, encumbrances, licenses, assignments, or other agreements that would limit or in any way affect its ability to assign all rights in the STEC Works and Trademarks to USTA and further warrants and represents that the STEC Works and, to the best of STEC's knowledge as of the execution hereof, the Trademarks do not infringe upon any copyright, trademark, patent, or other intellectual property right of any third party.
- d. STEC agrees to indemnify and hold USTA harmless from any damage and/or loss, claim and/or right, including, but not limited to attorneys' fees, resulting from any breach of these representation and warranties.

4. APPLICABLE LAW/JURISDICTION.

This Agreement shall be interpreted according to the law of the State of New York as a contract fully made and executed within the State of New York, without reference to its

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conflict of laws provisions. The parties agree that the State and federal courts located within the City of New York, State of New York shall have exclusive jurisdiction over any claim or proceeding based on this Agreement.

5. [Redacted]

6. [Redacted]

7. COMPLETE AGREEMENT.

This Agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and year first written above.

Sportsmen's Tennis and Enrichment Center, Inc.

By: Clintona Wiley
Name: Clintona Wiley, as
Title: Executive Director

United States Tennis Association Incorporated

By: Gordon R. Smith
Name: Gordon R. Smith, in his capacity as
Title: Executive Director & COO